

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

NAYA RENEE DARBY

Debtor

:

:

:

BK. No. 18-15700 MDC

Chapter No. 13

FREEDOM MORTGAGE CORPORATION

Movant

v.

NAYA RENEE DARBY

Respondent

11 U.S.C. §362

NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes Creditor (“Creditor”), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor’s request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently requested a forbearance period of 6 months in which the Debtor will not tender mortgage payments to Creditor that would come due on the mortgage starting April 1, 2020 through September 31, 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor or Debtor’s counsel to determine when Debtor will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period (“forbearance arrears”). Once the forbearance plan ends and the Creditor and Debtor or

Debtor's counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

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May 8, 2020

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CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 13, 2020.

WILLIAM C. MILLER, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

Naya Renee Darby
1 E Windermere Terrace
Lansdowne, PA 19050

JOHN L. MCCLAIN
John L. McClain and Associates
P.O. Box 123
Narberth, PA 19072-0123

U.S. Trustee
United States Trustee
Office of the U.S. Trustee
200 Chestnut Street
Suite 502
Philadelphia, PA 19106

/s/ Jerome Blank, Esquire

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May 13, 2020